

Title	Unlawful Detainer: New Optional Judgment Forms
Summary	New optional unlawful detainer judgment forms can be used in simple cases to (1) enter a judgment by default or after court trial (form JUD-110), including (2) a conditional judgment when the plaintiff has breached the covenant to provide habitable premises (an attachment, form JUD-110S); (3) enter a stipulation for entry of judgment (form JUD-115); and (4) submit a supporting declaration for default judgment by the court under Code of Civil Procedure section 585(d) (form JUD-116). The forms are intended to promote uniform unlawful detainer practices and reduce costs for the courts, attorneys, and self-represented parties.
Source	Civil and Small Claims Advisory Committee
Staff	Cara Vonk, 415-865-7669, cara.vonk@jud.ca.gov
Discussion	<p>Courts throughout the state have developed forms for entry of default and other judgments. Some require use of the local form. Often the forms use traditional legal language that the parties may not easily understand.</p> <p>Last year the committee circulated one three-page form for both a civil and an unlawful detainer judgment. A majority of the commentators recommended that the proposed form be separated into two or three forms because the circulated form was too long, could be confusing to self-represented parties, and takes up unnecessary filing space because the third page for unlawful detainer actions would not be needed in simple civil actions. The committee agreed with the commentators. On the committee's recommendation, the Judicial Council adopted a single two-sided optional civil form, <i>Judgment</i> (form JUD-100), effective January 1, 2002.</p> <p>Now the committee has developed several proposed optional judgment forms for simple unlawful detainer cases. Each form is discussed briefly below.</p> <p>1. <i>Judgment—Unlawful Detainer</i> (form JUD-110). This form mirrors the civil judgment form except that references to the cross-complaint were deleted. The committee felt that a cross-complaint in an unlawful detainer case would be rare. The amount and terms of judgment include options for past-due rent, holdover damages, attorney fees, costs, possession of the premises, and forfeiture of the lease or rental agreement. If "Conditional Judgment" (item 6), for breach of warranty of habitability, or "Other" (item 7) is checked, then the following form, JUD-110S, should be completed and attached.</p>

2. *Judgment—Unlawful Detainer Attachment* (form JUD-110S): This form is for an unlawful detainer conditional judgment when plaintiff breached the covenant to provide habitable premises to the defendant. The committee's intent was to develop a road map for the judicial officer hearing the case to help calculate rent reductions in a chart format when the warranty was breached; to provide for continuing jurisdiction over the case until repairs are made; and to provide for how much, when, and where payments will be made. An example of a completed chart is on the reverse of the form. Methods for calculating holdover damages under item 6e(2) are provided. The committee would welcome comment on these calculation methods.
3. *Stipulation for Entry of Judgment (Unlawful Detainer)* (form JUD-115): Because stipulations for entry of judgment occur fairly frequently in unlawful detainer cases, the committee felt that it would be useful to develop a standalone form. The form includes an optional agreement for installment payments. Again, the form is intended to be a road map to help answer questions such as how much, when, and where payments will be made and what happens if payments are not made as agreed.
4. *Declaration for Default Judgment by Court (Unlawful Detainer—Code Civ. Proc., § 585(d))* (form JUD-116): After the clerk has entered a default, Code of Civil Procedure section 585(b) allows the plaintiff to apply to the court for the relief demanded in the complaint. In the court's discretion, section 585(d) allows use of affidavits within the personal knowledge of the affiant instead of personal testimony to prove the case (or fix attorney fees). The form was designed to streamline the default judgment for both the court and the applicant by a declaration process. The form provides a checklist of what should be included to prove the case. At the end of the form there is a summary of exhibits. Because rents may have been adjusted during a tenancy, a box is provided on the form under item 5 to show rent increases or decreases and the effective dates. The request for a money judgment under item 14 cross-references each of the earlier items on the form for evidentiary support of the requested item. The committee particularly welcomes comment on the two holdover damage calculations under item 11.

The proposed forms follow.

Attachments

1. ☐ **BY DEFAULT**

a. Defendant was properly served with a copy of the summons and complaint.

b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.

c. Defendant's default was entered by the clerk upon plaintiff's application.

d. ☐ **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.

e. ☐ **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered

(1) ☐ plaintiff's testimony and other evidence.

(2) ☐ plaintiff's or others' written declaration and evidence (Code Civ. Proc., § 585(d)).

2. ☐ **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.

a. The case was tried on *(date and time)*:  
before *(name of judicial officer)*:

b. Appearances by:

<input type="checkbox"/> Plaintiff <i>(name each)</i> :	<input type="checkbox"/> Plaintiff's attorney <i>(name each)</i> :
(1)	(1)
(2)	(2)

☐ Continued on Attachment 2b.

<input type="checkbox"/> Defendant <i>(name each)</i> :	<input type="checkbox"/> Defendant's attorney <i>(name each)</i> :
(1)	(1)
(2)	(2)

☐ Continued on Attachment 2b.

c. ☐ Defendant did not appear at trial. Defendant was properly served with notice of trial.

d. ☐ A statement of decision (Code Civ. Proc., § 632) ☐ was not ☐ was requested.

PLAINTIFF:  DEFENDANT:	CASE NUMBER:
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**JUDGMENT IS ENTERED AS FOLLOWS BY:**

☐ THE COURT

☐ THE CLERK

**3. Parties.** Judgment is

a. ☐ for plaintiff (*name each*):

and against defendant (*name each*):

☐ Continued on Attachment 3a

b. ☐ for defendant (*name each*):

4. ☐ Judgment applies to all occupants of the premises (Code Civ. Proc., §§ 715.010, 174.3)

**5. Amount and terms of judgment.**

a. ☐ Defendant named in item 3a above must pay plaintiff on the complaint:

(1)	<input type="checkbox"/> Past-due rent	\$
(2)	<input type="checkbox"/> Holdover damages	\$
(3)	<input type="checkbox"/> Attorney fees	\$
(4)	<input type="checkbox"/> Costs	\$
(5)	<input type="checkbox"/> Other ( <i>specify</i> ):	\$
(6)	<b>TOTAL</b>	\$

b. ☐ Plaintiff is to receive nothing from defendant named in item 3b.

☐ Defendant named in item 3b is to recover costs \$

☐ and attorney fees \$

c. ☐ Plaintiff ☐ Defendant is entitled to possession of the premises located at (*address*):

d. ☐ The rental agreement is canceled. ☐ The lease is forfeited.

6. ☐ **Conditional judgment.** Plaintiff has breached the covenant to provide habitable premises to defendant as stated in *Judgment—Unlawful Detainer Attachment* (form JUD-110S), which is attached.

7. ☐ **Other** (continued on *Judgment—Unlawful Detainer Attachment* (form JUD-110S)).

Date: ☐ \_\_\_\_\_  
JUDICIAL OFFICER

Date: ☐ Clerk, by \_\_\_\_\_, Deputy

(SEAL)

**CLERK'S CERTIFICATE** (*Optional*)

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy

PLAINTIFF: _____  DEFENDANT: _____	<b style="font-size: 24pt;">DRAFT-8</b>	CASE NUMBER: _____
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### JUDGMENT—UNLAWFUL DETAINER ATTACHMENT

6. ☐ **Conditional judgment.** Plaintiff breached the covenant to provide habitable premises to defendant.

- a. ☐ Defendant must pay plaintiff a reduced rent because of the breach in the amount and for the period shown below. *(Specify each defect on a separate line, the month or months (or other period) that the defect existed, and the percentage or amount of the reduced rent as a result of the defect to arrive at the reasonable value of the premises for the period that the defect or defects existed. See example on page two.)*

Month defect existed	Defect	Reasonable rental value is reduced by <i>(specify percentage)</i> or <i>(specify amount)</i>	Reduced monthly rent due
(1)		%      \$	\$
(2)		%      \$	\$
(3)		%      \$	\$
<input type="checkbox"/> Continued on Attachment 6a.			
Total rent due in the 3-day notice now <i>(specify)</i> :			\$

- b. ☐ Defendant is entitled to attorney fees *(specify)* \$ \_\_\_\_\_ and costs *(specify)* \$ \_\_\_\_\_.
- c. ☐ Defendant is the prevailing party if defendant pays plaintiff *(specify total rent in item 6a, less any attorney fees and costs in item 6b)* \$ \_\_\_\_\_ by \_\_\_\_\_ p.m. on *(date)*: \_\_\_\_\_ at *(address)*: \_\_\_\_\_.

Judgment shall be entered for defendant when defendant files a declaration under penalty of perjury, with proof of service on the plaintiff, stating that this amount has been paid.

- (1) ☐ Defendant must continue to pay rent after expiration of the 3-day notice if the defendant continues in possession of the premises in the amount of \$ \_\_\_\_\_. The total rent under item 6a is the corrected amount under the 3-day notice.
- (2) ☐ Plaintiff must repair the defects described in item 6a above. The court retains jurisdiction over the case until those repairs are made. Rent remains reduced in the amount of *(specify)* \$ \_\_\_\_\_ until the repairs are made. Rent will increase to *(specify)* \$ \_\_\_\_\_ the day after the plaintiff files a declaration under penalty of perjury, with proof of service on the defendant, stating that all the repairs have been made.
- d. ☐ Plaintiff is the prevailing party if defendant fails to comply with item 6c. Judgment shall be entered for plaintiff when plaintiff files a declaration under penalty of perjury, with proof of service on the defendant, stating that the amount in item 6c has not been paid. The amount and terms of the judgment follow.

(1) <input type="checkbox"/> Past-due rent <i>(item 6a)</i>	\$
(2) <input type="checkbox"/> Holdover damages *	\$
(3) <input type="checkbox"/> Attorney fees <i>(item 6d)</i>	\$
(4) <input type="checkbox"/> Costs <i>(item 6d)</i>	\$
(5) <input type="checkbox"/> Other <i>(specify)</i> :	\$
<b>(6) TOTAL</b>	<b>\$</b>

\*Use one of the following formulas: From expiration of the 3-day notice to today's date *(specify number of days)* x

☐ *(specify reduced rent)* \$ \_\_\_\_\_ x *(12 months ÷ 365 days)* .03288

☐ rent per month % by 30

= Total holdover damages

- e. ☐ Plaintiff is awarded possession of the premises located at *(address)*: \_\_\_\_\_
- f. ☐ The rental agreement is canceled. ☐ The lease is forfeited.

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9. **EXAMPLE OF JUDGMENT—UNLAWFUL DETAINER ATTACHMENT** (item 6a)

Monthly rent per rental agreement: \$600. Original 3-day notice demand: \$1,800.

Month defect existed	Defect	Reasonable rental value is reduced by ( <i>specify percentage</i> ) or ( <i>specify amount</i> )		Reduced monthly rent due
(1) Jan.	Water heater	%	\$ 75	\$ 525
(2) Feb.	Water heater, leaky toilet	25 %	\$	\$ 450
(3) March	Broken heater, leaky roof, and broken window	33 %	\$	\$ 400
Total rent due in the 3-day notice now ( <i>specify</i> ):				\$ <u>1,375</u>

7. ☐ Other

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7. ☐ Plaintiff and defendant further stipulate as follows (*specify*):

8. a. Defendant named in item 1 understands that he or she has the right to (1) have an attorney present and (2) receive notice of and have a court hearing about any default in the terms of this stipulation.

b. Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

☐ Continued on Attachment 8b.

c. Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

☐ Continued on Attachment 8c.

9. IT IS SO ORDERED.

Date:

\_\_\_\_\_  
JUDICIAL OFFICER



1. My name is *(specify)*:
  
2. I am the ☐ plaintiff ☐ owner ☐ manager ☐ agent of the owner of the property located at *(address)*:
  
3. Personal knowledge. I personally know the facts stated in this declaration. I am personally familiar with the rental or lease agreement, defendant's payment record, the condition of the property, and the defendant's conduct.
  
4. Agreement.
  - a. On *(date)*: ☐ the defendant *(name each)*:  
entered into a ☐ written ☐ oral agreement to rent the property ☐ month-to-month ☐ one-year lease  
☐ Other *(specify)*: ☐ with a monthly rent of *(specify)*: \$  
payable in advance, due on the *(specify day)* of the month.
  - b. ☐ Original agreement is attached to this declaration, labeled Exhibit 4b.
  - c. ☐ Original agreement is attached to the complaint.
  - d. ☐ Copy of agreement with a declaration to admit the copy is attached to this declaration, labeled Exhibit 4d.
  - e. ☐ The original agreement or copy of the agreement with a declaration to admit the copy is attached to the Application for Immediate Writ of Possession.

5. ☐ Agreement changed.
- a. The defendant (*name each*):
- entered into a ☐ written ☐ oral agreement to change the rent as follows:

RENT INCREASE OR DECREASE			
	NEW AGREEMENT DATE	FROM	TO
(1)		\$	\$
(2)	<input type="checkbox"/> Continued on Attachment 5a.	\$	\$

- b. ☐ Change in rent due date. Rent was changed, payable in advance, due on (specify day): \_\_\_\_\_.
- c. ☐ Original agreement for change in terms is attached to this declaration, labeled Exhibit 5c.
- d. ☐ Original agreement for change in terms is attached to the complaint.
- e. ☐ Copy of agreement for change in terms with a declaration to admit the copy is attached to this declaration, labeled Exhibit 5e.
- f. ☐ Original agreement for change in terms or a copy of the agreement with a declaration to admit the copy is attached to the Application for Immediate Writ of Possession.

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6. Notice to quit.

a. ☐ Defendant was served with a

- (1) ☐ 3-day notice to pay or quit
- (2) ☐ 3-day notice to perform covenants or quit
- (3) ☐ 30-day notice to quit
- (4) ☐ Notice to quit
- (5) ☐ Other (*specify*):

b. ☐ The 3-day notice to pay rent or quit states that rent was owed in the amount of (*specify*): \$ \_\_\_\_\_ for the following period of time:

3-DAY NOTICE			
FROM ( <i>date</i> )	TO ( <i>date</i> )	AMOUNT PAID	BALANCE DUE
(1) <input type="checkbox"/>		\$	\$
(2) <input type="checkbox"/>		\$	\$
(3) <input type="checkbox"/>		\$	\$
(4) <input type="checkbox"/>	TOTAL	\$	\$

☐ Continued on Exhibit 6b.

c. ☐ The original or a copy of the notice specified in item 6a ☐ is attached to the original complaint ☐ is attached to this declaration, labeled Exhibit 6c. (*Must be attached to this declaration if it is not attached to the original complaint.*)

7. Service of notice. The notice was served on defendant (*name each*):

- a. ☐ personally on (*date*):
- b. ☐ by substituted service, including a copy mailed to the defendant on (*date*):

8. Proof of service of notice. The original or a copy of the proof of service of the notice is

- a. ☐ attached to the complaint.
- b. ☐ attached to this declaration, labeled Exhibit 8b. (*The original or a copy of the proof of service MUST be attached to this declaration if it was not attached to the original complaint.*)

9. Failure to comply with notice.

- a. The time in the notice under item 6a expired on (*date*): \_\_\_\_\_ and the defendant did not comply with the terms of the notice by that date.
- b. ☐ No money has been received from the defendant and no money has been accepted by the plaintiff after the time in the notice expired.
- c. ☐ Plaintiff received \$ \_\_\_\_\_ from the defendant after the notice was served.

10. Possession. The defendant (*name each*):

- a. ☐ vacated the premises on (*date*):
- b. ☐ continues to occupy the property on the date of this declaration.

11. ☐ Holdover damages. Through today, declarant has calculated the holdover damages to be \$ \_\_\_\_\_ using one of the following formulas:

- a. ☐ (rent per month) x (days from expiration of the notice specified in item 6a to today) x (.03288) (12 months divided by 365 days)
- b. ☐ rent per month divided by 30 x days from expiration of the notice specified in item 6a to today

PLAINTIFF: _____ DEFENDANT:	CASE NUMBER: _____
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12. ☐ Reasonable attorney fees are authorized in the lease or rental agreement pursuant to paragraph *(specify)*:  
and reasonable attorney fees for declarant's attorney *(name)* are \$ \_\_\_\_\_.
13. ☐ Court costs in this case, including the filing fee, are \$ \_\_\_\_\_.
14. Declarant requests a judgment on behalf of plaintiff for possession of the premises, cancellation of the rental agreement or forfeiture of the lease, and a money judgment as follows:

(1)	<input type="checkbox"/>	Past-due rent <i>(item 6b)</i>	\$
(2)	<input type="checkbox"/>	Holdover damages <i>(item 11)</i>	\$
(3)	<input type="checkbox"/>	Attorney fees <i>(item 12)</i>	\$
(4)	<input type="checkbox"/>	Costs <i>(item 13)</i>	\$
(5)	<input type="checkbox"/>	Other <i>(specify)</i> :	\$
(6)		<b>TOTAL</b>	\$

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

_____ (TYPE OR PRINT NAME)	_____ (SIGNATURE OF DECLARANT)
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### Summary of Exhibits

15. ☐ Exhibit 4b: Original rental agreement.
16. ☐ Exhibit 4d: Copy of rental agreement and declaration to admit the copy.
17. ☐ Exhibit 4e: Copy of rental agreement if original or copy and declaration to admit the copy is attached to the Application for Immediate Writ of Possession.
18. ☐ Exhibit 5d: Original agreement for change of terms.
19. ☐ Exhibit 5e: Copy for change of terms and declaration to admit the copy.
20. ☐ Exhibit 5f: Original or copy and declaration to admit the copy is attached to the Application for Immediate Writ of Possession.
21. ☐ Exhibit 6b: Additional accounting of past due rent under item 6b.
22. ☐ Exhibit 6c: Original or true copy of the notice to quit under item 6c *(must be attached to this declaration if it is not attached to original complaint)*.
23. ☐ Exhibit 8: Original or copy of proof of service of notice under item 8 *(must be attached to this declaration if it is not attached to original complaint)*.
24. ☐ Other exhibits *(specify number and describe)*: